

Know All Men by these Presents,

THAT HYDE SCHOOL, a Maine non-profit corporation located in the City of Bath, County of Sagadahoc and State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations

paid by CASCO BANK & TRUST COMPANY, a banking institution duly organized and existing by law and having a principal place of business at Portland in the County of Cumberland and State of Maine,

the receipt whereof it ~~has~~ ^{does} hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said CASCO BANK & TRUST COMPANY, its Successors and Assigns, forever, the following described real estate, with the buildings and improvements now or hereafter situated thereon:

Three certain lots or parcels of land, together with the buildings now and hereafter thereon, situated in the City of Bath, County of Sagadahoc and State of Maine, more particularly bounded and described on Schedule A attached hereto and made a part hereof.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Grantor hereby transfers, sets over and assigns to Grantee:

a. All rent, profits, revenues, royalties, bonuses, rights and benefits under any and all leases or tenancies now existing or hereafter created of the premises or any part thereof, and all other income derived from the ownership, management and operation of the premises, with the right to receive and apply the same to said indebtedness, and Grantee may demand, sue for and recover such payments, but shall not be required to do so; provided, however, that so long as Grantor is not in default hereunder, the right to receive and retain such rents, issues, profits and income is reserved to Grantor. To carry out the foregoing, Grantor agrees (1) to execute and deliver to Grantee such assignments of leases and rents applicable to the mortgaged premises as the Grantee may from time to time request, while this mortgage and the debt secured hereby are outstanding, and further, (2) not to cancel, accept a surrender of, reduce the rentals under, anticipate any rentals under, or modify any such leases or tenancies, or consent to an assignment or subletting thereof, in whole or in part, without Grantee's written consent. Nothing herein shall obligate Grantee to perform the duties of Grantor as landlord or lessor under any such leases or tenancies, which duties Grantor hereby covenants and agrees to well and punctually perform.

b. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any interest therein or part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises, or the improvements thereon or any part thereof, including any award for change of grade of streets. Grantee may apply all such sums or any part thereof so received on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount, or any part thereof so received, may be released. Grantor hereby irrevocably authorizes and appoints Grantee its attorney-in-fact to collect and receive any such judgments, awards, and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for said purposes and will reimburse the Grantee for its cost (including reasonable counsel fees) in the collection of such judgments and settlements.

Receipt of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of the foregoing paragraphs a. and b. and any disposition of the same by Grantee shall not constitute a waiver of the right of foreclosure by Grantee in the event of default of performance by Grantor of any covenant or agreement contained herein or in any other agreement securing or governing the indebtedness or any note secured hereby.

Grantor agrees that at the sole option of Grantee the proceeds of the Line of Credit Agreement secured hereby are to be disbursed by Grantee to Grantor upon delivery to Grantee of written evidence of the costs for labor, services and materials furnished to a particular stage of completion in accordance with the plans, drawings and specifications for the work to be done that shall first have been approved by Grantee, and upon delivery to Grantee of waiver of liens or claims upon the premises and such other releases and assurances as Grantee may deem necessary for its protection; such advances are to be made following request by Grantor and no later than Five (5) days after receipt by Grantee of such waivers and evidences which are all in such respects satisfactory to Grantee; Grantee shall not be obligated to make any such advances if not so satisfactory; Grantor agrees that at the time of any such advances, and as a condition to Grantee's obligation to make such advances, there shall be no default in the terms or conditions of this mortgage or of the Line of Credit Agreement which it secures; and the Grantee shall have the right to waive any or all of the foregoing terms or conditions contained in this paragraph at the Grantee's sole discretion.

Without affecting the liability of Grantor or any other person liable for payment of any indebtedness secured hereby or for performance of any obligation contained herein, or in any other document or agreement evidencing, securing or governing the indebtedness secured hereby, or subsequent purchasers of the mortgaged premises, or any part thereof, and without affecting the rights of Grantee with respect to any security not expressly released in writing, Grantee may at any time and from time to time, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation, or
- b. Make any agreement extending the time or otherwise altering the terms or payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien hereof, or
- c. Exercise or refrain from exercising or waive any right Grantee may have or,
- d. Accept additional security of any kind, or
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

If default is made in payment, when due, of any indebtedness secured hereby, or in performance of any of Grantor's obligations, covenants or agreements hereunder, in said Line of Credit Agreement, or in any other instrument or agreement evidencing, securing or governing the obligations secured hereby, and such default is not remedied within any applicable grace period, then Grantee is authorized at any time, without notice, in its sole discretion, to enter upon and take possession of the premises or any part thereof, and to perform any acts Grantee deems necessary or proper to conserve the security, and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter, and Grantee shall be entitled to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom and apply the same as the court may direct. In any such case, Grantee or any receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Grantor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Grantee shall (after payment of all costs and expenses incurred) apply such rents, issues, profits and income received by it to the indebtedness secured hereby in such order as Grantee determines; and Grantor agrees that exercise of such rights and disposition of such funds shall not constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach hereof. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues, and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independent thereof. Grantee shall be liable to account only for such rents, issues and profits.

Upon default, this mortgage may be foreclosed under any legal method in existence at the time of such default, including, without limitation, The Statutory Power of Sale.

If any condition or undertaking contained herein shall be determined to be invalid or unenforceable, such provision shall be severable and such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof.

*** NOT A TRUE COPY ***

SCHEDULE A

A certain lot or parcel of land, together with the buildings now and hereafter thereon, known as Premises No. 607 High Street and situated in Bath in the County of Sagadahoc and State of Maine, and bounded and described as follows, to wit:

BEGINNING at a point on High Street, at the southwest corner of land formerly of William Rogers; thence southerly by said High Street to the northwest corner of other land formerly of John S. Hyde; thence easterly by said land formerly of said John S. Hyde to the southwest corner of land formerly of Frederick H. Kimball; thence northerly by said Kimball land to land formerly of said William Rogers; thence westerly by said Rogers' land to the point of beginning.

For source of title, reference may be had to (1) certain instrument from John H. Hyde et als, Trustees under the Will of John S. Hyde, to Rodney E. Ross dated November 10, 1934, and recorded in the Sagadahoc County Registry of Deeds in Book 186 at Page 340; (2) to the devise of said premises to Gladys C. Ross under the Will of the said Rodney E. Ross contained in the probate records of his estate on file in the Sagadahoc County Probate Court; and (3) to probate records of the Estate of Gladys C. Ross on file in said Probate Court.

Meaning and intending to convey the same premises conveyed by Rodney E. Ross, Jr., Executor, to the Grantor herein by deed dated August 29, 1974, recorded in the Sagadahoc County Registry of Deeds in Volume 400, Page 328.

A certain lot or parcel of land, together with the buildings now and hereafter thereon, known as Premises No. 72 Bath Street and situated in Bath in the County of Sagadahoc and State of Maine, and bounded and described as follows, to wit:

BEGINNING on the southeast corner of land of Henderson and on the northeast corner of land of Pearson; thence northerly by said Henderson's land one hundred fifteen (115) feet, more or less, to Bath Street; thence easterly by said Bath Street one hundred twenty-two (122) feet, thence southerly one hundred (100) feet by land of said Pearson; thence westerly one hundred forty-two (142) feet along land of Pearson to point of beginning.

Also granting easement beginning at the northwest corner bound of above described premises; thence running in a general southerly direction one hundred fifteen (115) feet, more or less, along the west boundary of the above described premises to land of Ross; thence westerly along the northerly line of said Ross fourteen (14) feet; thence northerly to a point thirty (30) feet from the southerly side of Bath Street; thence northwesterly to a point on said Bath Street twenty-nine (29) feet from the northwest corner bound of said above described property, said easement to be for the benefit, use and enjoyment of the Grantee, its

successors and assigns, and to be used in common with Melvin B. Henderson, his heirs and assigns, for the purpose of travel by any means or mode to and from the above described premises and premises of the said Melvin B. Henderson.

For source of title, reference may be made to deed of Mabel T. Hatch to the Duane D. Fitzgerald and Leonard C. Mulligan, dated August 26, 1968, and recorded in the Sagadahoc County Registry of Deeds in Book 361, Page 858.

Being the same promises described in deed to Grantor by Duane D. Fitzgerald et al dated January 28, 1969, recorded in said Registry of Deeds in Book 363, Page 1198.

A certain lot or parcel of land, with the buildings thereon, located on the South side of South Street, numbered 100 South Street in said Bath, County of Sagadahoc and State of Maine, and bounded and described as follows, to wit:

BEGINNING at a point thirty (30) feet west of land formerly owned by Jonathan Hyde, Freeman Clark and Myra Rice, now of Clarence N. Flood, thence running westerly on South Street five (5) rods and twelve (12) feet; thence running southerly to Bath Street; thence easterly on said Bath Street five (5) rods and twelve (12) feet; thence northerly to the point of beginning on South Street.

Also one other certain lot or parcel of land lying between Bath Street and South Street, in said Bath, and bounded and described as follows, viz:

Commencing at a stone wall on the South side of South Street, two hundred eighty-four (284) feet westerly from the corner of Middle Street; thence running westerly by said South Street to land formerly belonging to L. Warren Haughton; thence running southerly by said Haughton's land to Bath Street; thence running easterly by Bath Street to said stone wall and thence running northerly by said stone wall to the point of beginning.

For source of title, reference may be made to Warranty Deed from John R. Quinn to Joseph W. Gauld and Blanche W. Gauld, as Joint Tenants, dated January 17, 1966, and duly recorded in the Sagadahoc County Registry of Deeds Office.

Being the same premises described in deed to Grantor by Joseph W. Gauld et ux dated March 24, 1966, recorded in said Registry of Deeds in Book 349, Page 207.

TO HAVE AND TO HOLD the above granted premises, with all the privileges and appurtenances to the same belonging, to said CASCO BANK & TRUST COMPANY, its successors and assigns, to its and their use and behoof forever.

And the said grantor, for itself and its successors and assigns, covenants with the said grantee, and its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as aforesaid; that it has good right to sell and convey the same to the said grantee, and its successors and assigns forever as aforesaid; and that it will and it shall Warrant and Defend the same to the said grantee, and its successors and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

PROVIDED NEVERTHELESS; that if the said grantor, its successors and assigns,

shall pay to the said grantee, its Successors or Assigns, when due, all existing debts or obligations, debts or obligations granted simultaneously with the execution of this mortgage, future advances necessary to protect the said Mortgagee's security, and future advances to be made at the option of the parties up to the total aggregate amount of **Two Hundred Thousand Dollars (\$200,000.00)** and until such payment shall pay all taxes and other assessments levied or assessed against said premises within such time as they may be paid without incurring the payment of interest or penalty; and shall; at all times keep said buildings insured against fire and for extended coverage, payable to said Grantee, its successors and assigns, in manner satisfactory to CASCO BANK & TRUST COMPANY and at least to the extent of the claim hereby secured; and shall, at all times, keep said premises in at least as good repair and condition as the same now are; and shall not commit or permit any strip or waste of said premises (reasonable and ordinary wear and tear excepted); and shall not, without first having obtained the prior written consent of the Grantee, its successors or assigns, assign, transfer or convey, or suffer or permit any encumbrance of the Grantor's interest in said premises, and shall not default in the performance or observance of any provision contained herein (any breach of any of the obligations to be performed by the grantor shall cause all sums payable to said bank to become due and payable immediately); and shall repay to said Grantee, its successors or assigns, on demand, all sums it may pay for taxes, assessments, insurance and repairs upon said premises, and all expenses, if any are incurred, of foreclosure of this mortgage, together with reasonable attorney's fees with interest, then this deed, shall be void, otherwise shall remain in force. If the Grantor herein is a corporation, upon default in the performance or observance of any provision contained herein or in the terms of any notes or other evidences of indebtedness of all debts or obligations which this mortgage secures, said Grantee, its successors or assigns, shall have the power known as "The Statutory Power of Sale" incorporated herein by reference.

IN WITNESS WHEREOF, the said HYDE SCHOOL has caused its corporate name to be hereunto signed, its corporate seal to be hereunto affixed by Larry J. Kennedy, its Associate Headmaster and Director of Business and Development, hereunto duly authorized.

of our Lord one thousand nine hundred and eighty-one, 10TH day of June in the year

Signed, Sealed and Delivered in presence of,

William L. Rogers

HYDE SCHOOL

By Larry J. Koenig
 Its Associate Administrator and
 Director of Business and Development

STATE OF MAINE,
Androscoggin.

June 10, 1981

Business and Development

Personally appeared the above named **Larry J. Kennedy, Associate Headmaster and Director of** and acknowledged the foregoing instrument to be his free act and deed, in his said capacity and the free act and deed of said Hyde School.

Before me,

~~Justice of the~~
Notary Public

STATE OF MAINE
SAGADAHOC, SS Registry of Deeds
RECEIVED JUN 16 1961 3 11 53 P. M.
AND RECORDED FROM THE ORIGINAL
ATTEST

1. (1) Shirley

REFERENCES